



City of Commerce

P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Phone: (706) 336-3297
Email: jelrod@commercega.org

SUBJECT: Request for Proposal for Curbside Solid Waste & Recyclable Collection Services

The City of Commerce is soliciting competitive sealed bids from qualified professional service providers to submit a proposal for Curbside Solid Waste & Recyclables Collection Services **for the City of Commerce.**

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: **“RFP 22-001”** and delivered to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attn: Accounting Manager

Due no later than October 22, 2021, by 3:00 pm local time prevailing. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) are encouraged to contact the Accounting Manager James Elrod at 706-335-1893 or jelrod@commercega.org to clarify any part of the RFP process.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at 706-335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce.

City of Commerce
REQUEST FOR PROPOSAL
FOR
Curbside Solid Waste & Recyclable Collection Services

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

October 22, 2021 by 3:00 pm local time prevailing

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

RFP # 22-001

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE
THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE
RESPONSIBILITY OF THE OFFEROR.

CITY OF COMMERCE, GEORGIA
REQUEST FOR QUALIFICATION
FOR
Curbside Solid Waste & Recyclable Collection Services

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce has issued this Request for Proposals (hereinafter, “RFP”) for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to provide solid waste collection and disposal Services. The contract agreement will be for two (2) years, and shall be renewable each year after for up to five (5) years.

1.1 INFORMATION TO VENDORS

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	September 21, 2021
Deadline for questions	October 18, 2021
Submittal deadline	October 22, 2021 3:00 pm, local time prevailing

1.2 RFP SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

City of Commerce
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529
Attention: James Elrod

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

1.3 CONTACT PERSON & INQUIRES:

Vendors are encouraged to contact **James Elrod, Accounting Manager, at (706) 335-1893, or by email at jelrod@commercega.org** for questions pertaining to submittal requirements and SCOPE of the RFP, and **Bill King, Public Works Director, at (706) 335-3287, or at billk@commercega.org** to clarify any part of the SCOPE or purpose of this RFP. For questions pertaining to submittal requirements, please contact. All questions that arise must be submitted prior to five (5) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.org under the “Doing Business Here” tab. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner’s requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. ***Submittals received after said time or at any place other than the time and place will not be considered.***

1.7 MINIMUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the vendor(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from Accounting Manager James Elrod, after the RFP due date and time stated herein. There will **not** be a public opening and a Tally Sheet will be available upon request and on the City's website following the deadline.

1.11 TAXES

Selected vendor will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Agent with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

1.13 INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The vendor, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the vendor is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their

own Worker's Compensation and Employer's Liability Insurance. A sixty (60) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least sixty (60) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the contractor agrees as follows:

1.15.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2 The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

1.16.1 The form must be signed by an authorized officer of the contractor or their authorized agent.

1.16.2 The form must be notarized.

- 1.16.3 The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) fully executable electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- 1.17.2 Two (2) paper versions of the bid. **The original shall be clearly marked “original”.**
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the vendor’s capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the Bid.

1.19 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the vendor may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

SECTION II - GENERAL CONDITIONS

2.1 PURPOSE

The City of Commerce is issuing this Request for Proposal (RFP) for qualified Offerors to provide solid waste collection and disposal Services.

2.2 EXCLUSIVITY

The successful Proposer will receive the exclusive right to Curbside Solid Waste Collection services performed within the city’s jurisdiction for curbside service. Materials included in this exclusivity are municipal solid waste and recyclables as they have been defined in the Georgia Comprehensive Solid Waste Management Act of 1990.

2.3 CONTRACT PERIOD

City of Commerce intends to award a contract agreement for two (2) years, and shall be renewable each year after for up to five (5) years. To that end it requests proposals from qualified firms that meet the specifications listed herein.

2.4 CITY BACKGROUND

The City of Commerce currently operates its solid waste collection services through a private contractor for curbside collection services for both trash and recycle, once a week. The City seeks to provide the same service for curbside collection services for approximately 3,000 residential and commercial locations. A specific detailed list of addresses with locations will be provided to the winning proposal.

2.5 CERTIFICATIONS REQUIRED

The successful contractor shall declare that all employees as well as any agents and subcontractors (inclusive of subcontractor's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted under this Agreement. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The operator qualifications reports are required before any services shall begin. A copy of the successful contractor's drug and alcohol testing plan is also required along with the latest PHMSA Drug and Alcohol Testing Data. While under contract with the City of Commerce this PHMSA Drug and Alcohol Testing Data shall be submitted to the City quarterly throughout the life of the contract.

2.6 ADMINISTRATION

The project will be administered by the City of Commerce through the Accounting Manager being the main point of contact for all questions during the proposal period. The **Public Works Director** will be the main point of contact once the project is initiated.

2.7 PROCEDURES & MISC. ITEMS

2.7.1 All questions shall be submitted in writing (e-mail is acceptable) and will be communicated to all firms responding to this RFP.

2.7.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.

2.7.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

2.7.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves

the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

2.7.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.

2.7.6 In case of failure to deliver goods in accordance with the contract terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.

2.7.7 By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia.

2.7.8 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The contractor shall comply with applicable federal, state, and local laws and regulations.

2.7.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

2.8 PERFORMANCE BONDS

A Performance Bond is required in the amount of 100% of the total projected cost of the first year of the Contract, based on the number of residences to be serviced. This amount is to be calculated using the total provided by the City of Commerce.

2.8.1 The proposal shall include a letter from a corporate Surety stating that an actual Performance Bond will be furnished by it in the event that the Proposer is chosen for award. The letter shall be signed by an authorized representative of the Surety together with a certified copy of his power of attorney attached thereto.

2.8.2 Upon execution of the agreement the Proposer shall have 14 days to provide to the City a Performance Bond in an amount equal to the annual revenue. The Performance Bond shall be renewed annually.

2.9 PROSECUTION OF WORK

The Contractor will begin work upon receipt and acknowledgement of the "Notice to Proceed" as disseminated by the City, within ten (10) working days of said notice. The Contractor will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

2.10 COORDINATION OF WORK

Within ten (10) working days following "Notice to Proceed" (NTP), the contractor will provide a projected collections schedule, reflecting the list of addresses provided to the Contractor.

2.11 DEFINITIONS

2.11.1 **Residential Dwelling Unit** – any single home, two-family unit, four-family unit, all condominiums with individual bins per unit, and all apartment complexes with individual bins per unit.

2.11.2 **Commercial Unit** – any business that is not considered in the downtown area and does not have a roll-off type dumpster.

2.11.3 **Curb Collection** – The Contractor shall provide solid waste and recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Commerce. There shall be once a week collection of solid waste and recyclables from the curb of the premises on the same day. On collection days, all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings.

2.11.4 **Backdoor Pickup** – The Contractor, at no additional cost, shall make available to customers that are handicapped, over 65 years of age, or infirm, a backyard service. Qualification under this section shall be based on the customer providing the City with a letter from a physician, licensed in the State of Georgia, and the City verifying the customer is handicapped, over 65 years of age, or infirm.

2.11.5 **Solid Waste** – All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

2.11.6 **Recyclables**

2.11.6.1 **Containers** – Those set forth by current industry standards that shall be distributed to all customers prior to the commencing date.

2.11.6.2 **Glass** bottles and jars – Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

2.11.6.3 **Plastics** – Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

2.11.6.4 **Paper** – Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

2.12 RATE ADJUSTMETNS

2.12.1 **CPI** – Rates shall be submitted for consideration to the City of Commerce by March 1st of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers – U.S. City Average.

2.12.2 **Adjustable Fuel Surcharges** – The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region.

2.13 EXCEPTION OR WAIVERS

No failure by the Local Government to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the Local Government at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the Local Government's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

2.14 HOLIDAY SCHEDULE

No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Contractor shall provide to the City a list of the Contractor's recognized holidays.

2.15 ASSIGNABILITY

The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor of Contractor without the prior written consent of the City.

2.16 COMPLAINT RESOLUTION

Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint within forty-eight (48) hours of when reported, then a credit of Fifteen Dollars (\$15.00) per missed service shall be credited on the next bill.

2.17 FORCE MAJEURE

Contractor shall not be liable for failure to perform for reasons beyond its control which may include, but are not limited to, acts of the government, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather or other Acts of God.

2.18 EMERGENCY FAILURE TO PERFORM

In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Customer Services Office of the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.

2.19 DAMAGES

The Contractor shall be responsible for all damage or injuries to property of any character, resulting from any act, omission, negligence, or misconduct in the prosecution of the Work or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the Owner's Representative.

2.20 LIQUIDATED DAMAGES

The Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars per day for failure to comply with the provisions of the contract for service.

2.21 FAILURE TO PERFORM

In addition to the provisions of the Performance Bond, if the Contractor fails to service the city on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the City, or caused by an act of God.

SECTION III – SCOPE OF SERVICES

The City requires residential curbside solid waste & recyclables collection services for approximately 3,000 locations contained within the city's service area. The equipment to be used, materials to be collected, service frequencies and all other requirements are listed below.

3.1 CURBSIDE GARBAGE COLLECTION

3.1.1 Contractor will be required to provide a 96 gallon cart for each occupied location to be serviced on a weekly basis.

3.1.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 may be placed in the container for collection.

3.1.3 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

3.2 CURBSIDE RECYCLE COLLECTION

3.2.1 Contractor will be required to provide a 64 gallon cart for each occupied location to be serviced on a weekly basis.

3.2.2 The above requirement is required if another proposed option as in section 3.3 is not agreed upon and noted as such in the final signed contract.

3.2.3 Cart Contents: Those set forth by current industry standards that shall be listed and distributed to all customers prior to the commencing date.

3.2.4 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

3.3 RECYCLING COLLECTION CENTER

As an alternative to a weekly recycle service, a centralized collection center shall be utilized.

3.3.1 A secured location determined within the City limits shall be designated by the City Manager.

3.3.2 Contractor shall provide a large 20 to 40 yard roll off commercial dumpster and the quantity they see fit for the City's needs.

3.3.3 Contractor shall operate and provide personnel to monitor said site to regulate recycled items being disposed.

3.3.4 Operations shall be open at agreed upon times between Contractor and the City. An example would be 8:00 am to 1:00 pm on the first and third Saturday of each month.

3.3.5 Contractor shall list price based upon these times, per occurrence.

3.3.6 As needed, the Contractor shall dispose of dumpster contents with the same regard as stated in section 3.4 and replace with an empty dumpster.

3.4 DISPOSAL REQUIREMENTS

All waste and recyclables collected from the city shall be delivered to a solid waste disposal site in Contractors' discretion, which facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste. The proposer shall provide evidence reasonably satisfactory to the City that the proposer, if awarded the Contract, will have the right to use a valid Disposal Site(s) under and for the duration of the Contract.

3.5 COLLECTION VEHICLES

Contractor is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.

3.6 CUSTOMER SERVICE STANDARDS

All complaints received by the Contractor or City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the City Manager, which will include copies of the daily reports for the prior month.

3.7 CUSTOMER SERVICE CENTER

The Contractor will operate and maintain a Customer Service Center with the following minimum standards:

3.7.1 Open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a non-automated Customer Service Representative.

3.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.

3.7.3 The Contractor should implement procedures approved by the City whereby complaints can be received via, phone, e-mail, and website.

3.8 ROUTING REQUIREMENTS

Contractor shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the City's carbon footprint. Prior to service implementation, Contractor must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the City to display on website.

3.9 COLLECTIONS ROUTES

The Contractor shall further establish routes for the collection of solid waste and recyclables to be serviced on the same day for. The Contractor's collection schedule and collection routes shall be submitted to City Hall.

3.10 COLLECTION SCHEDULE

The Contractor shall establish with the City a Schedule addressing the days of the week Collection shall be executed. This schedule will not vary, or change without the written permission of the City Manager, or their designee, except in situations as allowed in other passages of these specifications such as a Holiday Schedule.

3.11 COLLECTION TIMES

No collection shall be made before 7:00 a.m. or after 6:00 p.m., except by express authorization of the City Manager or their designee. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as previously described.

3.12 PERSONNEL

All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.

3.12.1 The Sanitation Services Company shall ensure the following, regarding personnel.

3.12.2 The Contractor's personnel must be in a company uniform (shirt, at least), to be defined by the Contractor in the bid submittal, and must be recognizable as representative of the Contractor's company. The uniform must be maintained, clean, and in good repair.

3.12.3 The Contractor's personnel must maintain a clean appearance.

3.12.4 The Contractor must maintain a courteous demeanor when dealing with the residents and businesses of the City of Commerce.

3.12.5 At no time will the Contractor or its personnel search through or take from the garbage that is collected in the City.

3.13 CLEANLINESS

In the collection of solid waste and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclable from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the City and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.

3.14 CITY OWNED FACILITIES

The Contractor will be required to provide solid waste and recyclable collection services to all City owned facilities at no additional cost to the City. Said trash containers will be emptied once per week on the same schedule set forth above. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service at a mutually agreeable price. Additional locations may be added as needed by the City. Current locations include:

- 3.14.1 Water Plant = One 4 Yard Dumpster
- 3.14.2 Water Pollution Control Plant = One Front Load Dumpster
- 3.14.3 Fleet Maintenance = One 30 Yard Roll-Off
- 3.14.4 City Hall = Four 96 Gallon Carts
- 3.14.5 Public Library = Two 96 Gallon Carts
- 3.14.6 Cultural Center = One 96 Gallon Carts
- 3.14.7 Civic Center = One 6 Yard Dumpster
- 3.14.8 Main Street Community Building = One 6 Yard Dumpster
- 3.14.9 City Warehouses = One 30 Yard Roll-Off
- 3.14.10 Planning and Utilities Building = One 95 Gallon Cart
- 3.14.11 Public Safety = Five 96 Gallon Carts
- 3.14.12 Recreation Department = Two 96 Gallon Carts

3.15 COMMUNICATION AND REPORTING

Contractor shall provide an internet/email based system for the communication of all service requests from the City's customer service representatives to the Contractor. All requests shall be tracked, recorded and reported monthly showing the date, type, and resolution of each request.

3.16 VOLUME REPORT

Prior to the fifteenth of the following month, the Contractor shall complete the trash and recycling monthly volume report. No payment shall be sent to the Contractor where the City pays the bill unless the volume is current.

3.17 PUBLICITY AND PROMOTION

The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the City indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and website of the Contractor's office where questions or complaints can be handled. Such publicity shall be approved by the City Manager prior to distribution publication.

3.17.1 The Contractor must distribute annually to the customers information promoting recycling and source reduction. This publication must also be approved by the City.

3.17.2 The Contractor must demonstrate commitment to promoting, educating and informing residents of recycling program information and any changes in services that may occur. Samples of materials used in other Georgia cities shall be included.

3.18 BILLING AND PAYMENTS

The City will be responsible for billing each customer. The Contractor will invoice the City on a monthly basis. All invoices will be paid net 30 days.

3.19 DISPUTE RESOLUTION

Any dispute between Owner and Contractor, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the City.

SECTION IV – PROPOSAL FORMAT

4.1 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Vendors should be sure they have included an electronic copy of the response as part of their proposal. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

4.2 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

4.3 COMPANY BACKGROUND

Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional support and/or clarify requested information. The vendor should outline the company's background, including:

- 4.3.1 How long the company has been in business.
- 4.3.2 A brief description of the company size and organization.
- 4.3.3 The number of public sector clients currently served by your company and within the last five (5) years.
- 4.3.4 Any other item that sets your company apart from others in the industry.

4.4 CLIENT REFERENCES

Vendors should provide at least five (5) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.5 EQUIPEMNT AND APPROACH TO THE PROJECT

Vendors should describe and list the type of equipment that will be utilized while performing the work of this proposal.

- 4.5.1 List the type, quantity, and size of trucks that will be used including rear load or side load, robotic arm or manual load, etc.
- 4.5.2 List the type and size of the carts/bins that will be used if different that noted on the bid sheet.
- 4.5.3 Describe the transition plan including a timeline of cart disbursement, etc.
- 4.5.4 Submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities

4.6 BID SHEET

An itemized breakdown of costs should be detailed in a format similar to the table in the **Attachment** accompanying this RFP document. This format is a minimum requirement; vendors should add additional information to give a full picture of itemized service expenses.

4.7 ADDENDA

If revisions become necessary, the City will provide written addenda to all vendors who have received the RFB by email, facsimile or mail. **All addenda issued by the City must be so noted on any bids that are submitted to the City.** Vendors shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive bid.

4.8 ALTERNATE PROPOSALS

For the alternate proposals listed on the bid sheet, a list of items from the standard service requirements that the Proposer is not capable of, or willing to, deliver shall be clearly identified. This may also include alternative approaches to the management and service delivery of the City's solid waste program.

- 4.8.1 Pricing for alternative proposals must also be included.

SECTION V - SELECTION

5.1 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, the project representative will make a recommendation to the City Council of Commerce. Following approval, the City will complete contract negotiations with said vendor. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration**

Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP package.

5.2 EVALUATION METHOD

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce.

5.3 SELECTION CRITERIA

Responses to this RFP will be scored according to the following criteria:

- 5.3.1 Company Background – 20 Points
- 5.3.2 References – 20 Points
- 5.3.3 Equipment and Approach to Project – 20 Points
- 5.3.4 Overall Cost & Pricing – 40 Points

SECTION VI – SUBMISSION FORMS

6.1 SUBMISSION FORMS

The following forms must be included with each proposers' submission:

- 6.1.1 Execution of proposal
- 6.1.2 Non-Collusion Affidavit
- 6.1.3 Addenda Acknowledgment
- 6.1.4 Georgia Security and Immigration Compliance Act Affidavit
- 6.1.5 Proposal Pricing Bid Sheet

Required Forms for Submission



Proposal Pricing Bid Sheet

Proposal for Curbside Collection Services where the City bills the customers.

*Listed cost and rates must include all taxes, fees, charges, and surcharges.

COST*

96 Gallon Cart

Rate per month, per unit, for weekly curbside **garbage** collection \$ _____

Rate per month, per additional cart \$ _____

64 Gallon Cart

Rate per month, per unit, for weekly curbside **recycling** collection \$ _____

Rate per month, per unit, for bi-weekly curbside **recycling** collection \$ _____

Rate per month, per additional cart \$ _____

18 Gallon Sorting Bin

Rate per month, per unit, for weekly curbside **recycling** collection \$ _____

Rate per month, per unit, for bi-weekly curbside **recycling** collection \$ _____

Rate per month, per additional bin \$ _____

Recycle Collection Center

**Dumpster and personnel per event held each month \$ _____

**size and quantity of dumpster based on 3,000 customers per the industry average

The City of Commerce may also consider an exclusive contract for commercial dumpster services within the downtown area to serve City business.

Dumpster Pricing		Collection Frequency		
Cubic Yards	Total	2x Weekly	Weekly	2x Monthly
2	Rate/Mo.	\$	\$	\$
4	Rate/Mo.	\$	\$	\$
6	Rate/Mo.	\$	\$	\$
8	Rate/Mo.	\$	\$	\$



EXECUTION OF PROPOSAL

DATE: _____

The potential vendor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Typed Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

